

**Minutes of Meeting  
BOARD FOR CONTRACTORS  
INFORMAL FACT-FINDING CONFERENCES  
March 23, 2004 (9:00 a.m.)**

The Board for Contractors convened in Richmond, Virginia, for the purpose of holding Informal Fact-Finding Conferences pursuant to the Administrative Process Act.

Kenneth W. Hart, Board member, presided. No other Board members were present.

Jennifer Kazzie appeared for the Department of Professional and Occupational Regulation.

The conferences were recorded by Inge Snead & Associates, LTD. and the Summaries or Consent Orders are attached unless no decision was made.

Disc = Disciplinary Case  
Lic = Licensing Application  
RF = Recovery Fund Claim  
Trades = Tradesmen Application

C = Complainant/Claimant  
A = Applicant  
R = Respondent/Regulant  
W = Witness  
Atty = Attorney

Participants

1. Aqua Tech Inc.  
File Number 2004-01167 (Disc)

Dennis McNally - R (By Phone)  
Mildred Johnson - C  
Charles Johnson - C

2. Aqua Tech Inc.  
File Number 2004-01185 (Disc)

Dennis McNally - R (By Phone)  
Adrienne Scribner - C  
John Scribner - C

3. Aqua Tech Inc.  
File Number 2004-00300 (Disc)

Dennis McNally - R (By Phone)

4. Aqua Tech Inc.  
File Number 2004-01086 (Disc)

Dennis McNally -- R (By Phone)

5. Aqua Tech Inc.  
File Number 2004-01081 (Disc)

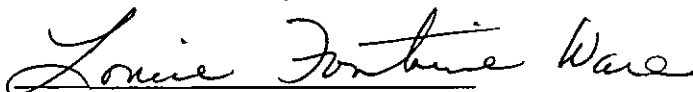
Dennis McNally -- R (By Phone)

- |                                                                              |                    |
|------------------------------------------------------------------------------|--------------------|
| 6. Noah Stanley<br>t/a Ace Black Top Paving<br>File Number 2004-01153 (Disc) | None               |
| 7. Noah Stanley<br>t/a Ace Black Top Paving<br>File Number 2004-01494 (Disc) | Rebecca Badger - C |
| 8. Noah Stanley<br>t/a Ace Black Top Paving<br>File Number 2004-00962 (Disc) | Gwen Rolan – C     |
| 9. Noah Stanley<br>t/a Ace Black Top Paving<br>File Number 2004-00624 (Disc) | Patricia Mack - C  |

The meeting adjourned at 2:00 p.m.

BOARD FOR CONTRACTORS

  
Mark D. Kinser, Chairman

  
Louise Fontaine Ware, Secretary

COPY TESTE:

\_\_\_\_\_  
Custodian of Records

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

RE: AQUA TECH, INC.

**LICENSE NUMBER: 2705028681**

**FILE NUMBER: 2004-01167**

### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on March 23, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Aqua Tech, Inc., on January 13, 2004. The following individuals participated at the conference: Dennis McNally for Aqua Tech, Inc., Respondent, by phone; Charles and Mildred Johnson, Complainants; Jennifer Kazzie, Staff Member; and Kenneth Hart, presiding Board Member.

### **Background**

On or about September 1, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Mildred Johnson (Johnson) regarding a contract entered into with Aqua Tech Inc. (Aqua Tech).

On or about April 11, 2003, Johnson entered into a contract with Aqua Tech, in the amount of \$4,174.00, to install a sub-floor pressure relief system, wall plate system, and a submersible pump system at 15253 Mountain Track Road, Orange, Virginia.

### **Summation of Facts**

1. The contract used by Aqua Tech in the transaction failed to contain subsections: (a) when the work is to begin and the estimated completion date, (d) a "plain language" exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's license number, expiration date, class of license/certificate, and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. The contract specified "completion of system installation as of ASAP." Johnson contacted Aqua Tech and left a message. On July 2, 2003, Aqua Tech responded to Johnson's message and told Johnson that the contract would be honored and the work would be scheduled in a few days or weeks.
3. On or about July 15, 2003, Johnson attempted to contact Aqua Tech but discovered the phone numbers were disconnected. On or about August 19, 2003, Johnson visited the addresses for the Aqua Tech offices in Remington and Warrenton and discovered the offices no longer existed. Aqua Tech failed to commence the work contracted for.

4. On or about April 18, 2003, Johnson paid Aqua Tech \$874.00 by check. As of August 25, 2003, Aqua Tech failed to return funds received for work not performed.

5. On or about September 24, 2003, the Board's agent made a written request to Aqua Tech at 530 Highland Town Lane, Warrenton, Virginia 20186, requesting Aqua Tech contact the Board's agent within ten (10) days. The letter was also sent to Aquatech at 2338 Dickerson Mill Road, Bedford, Virginia 24523 and to Fred H. Kruck Jr. (Kruck), Aqua Tech's attorney and registered agent, at 24 Ashby Street #202, Warrenton, Virginia 20186.

6. In a response letter dated October 1, 2003, James McIvor (McIvor), attorney representing Frank R. Andrews (Andrews), t/a Aquatech, indicated that Aqua Tech Inc. is a Virginia corporation. McIvor further stated that in the summer of 2002, Andrews separated from the corporation and started his own business a sole proprietorship using the Aquatech trading name. Andrews holds Class B Contractor's license number 2705026393.

7. As of November 3, 2003, neither McNally nor a representative for Aqua Tech responded to the Board's agent.

8. During the IFF, McNally stated that Andrews was the Vice-President and stockholder of Aqua Tech. Based on the record, Andrews and Aqua Tech drafted a stock transfer agreement which stipulated that all stock held by Andrews would be transferred back to Aqua Tech. McNally also stated that the stock transfer agreement was not agreed to or executed.

9. During the IFF, McNally stated that between 1994 and 2003, Aqua Tech sub-contracted with Andrews and Andrews was paid under the name of Fix It Up.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Aqua Tech's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$2,000.00 be imposed, along with revocation of Aqua Tech's license.

Count 2: 18 VAC 50-22-260(B)(15) (Effective January 1, 2003)

Aqua Tech's failure to complete work contracted for and/or to comply with the terms of the contract is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

Count 3: 18 VAC 50-22-260(B)(16) (Effective January 1, 2003)

Aqua Tech's failure to return funds paid, for which work is either not performed or performed only in part, is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(16). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

Count 4: 18 VAC 50-22-260(B)(13) (Effective January 1, 2003)

Aqua Tech's failure to respond to an investigator seeking information in the investigation of a complaint is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

By:

\_\_\_\_\_  
Kenneth Hart  
Presiding IFF Board Member  
Board for Contractors

Date: \_\_\_\_\_

#### **FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705028681 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

**COMMONWEALTH OF VIRGINIA**

**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**  
**BOARD FOR CONTRACTORS**

**RE: AQUA TECH, INC.**  
**LICENSE NUMBER: 2705028681**

**FILE NUMBER: 2004-01185**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on March 23, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Aqua Tech, Inc., on January 13, 2004. The following individuals participated at the conference: Dennis McNally for Aqua Tech, Inc., Respondent, by phone; John and Adrienne Scribner, Complainants; Jennifer Kazzie, Staff Member; and, Kenneth Hart, presiding Board Member.

**Background**

On or about September 9, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Adrienne P. Scribner (Scribner) regarding a contract entered into with Aqua Tech Inc. (Aqua Tech).

On or about May 1, 2003, Scribner entered into a contract with Aqua Tech, in the amount of \$6,000.00, to install a sub-floor pressure relief system, wall plate system, submersible pump, battery back-up system, and an outside Speed drain at 3314 North Pershing Drive, Arlington, Virginia.

**Summation of Facts**

1. The contract used by Aqua Tech in the transaction failed to contain subsections: (a) when the work is to begin and the estimated completion date, (d) a "plain language" exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's license number, expiration date, class of license/certificate, and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. Scribner made several attempts to contact Aqua Tech but discovered the phone numbers were disconnected.
3. As of September 9, 2003, Aqua Tech failed to commence the work contracted for.

4. On or about June 3, 2003, Scribner paid Aqua Tech \$1,500.00 by check.
5. On or about August 19, 2003, Scribner sent Frank Andrews (Andrews), t/a Aquatech, a letter regarding the contract with Aqua Tech. Scribner stated that she was unable to reach Aqua Tech to schedule the work. Scribner requested Andrews return the \$1,500.00 deposit received because it does not appear Aqua Tech intends to perform its obligation under the terms of the contract.
6. In a letter dated August 29, 2003, Scribner requested Andrews return the \$1,500.00 deposit received within two (2) weeks.
7. As of March 23, 2004, Aqua Tech failed to return funds received for work not performed.
8. On or about September 24, 2003, the Board's agent made a written request to Aqua Tech at 530 Highland Town Lane, Warrenton, Virginia 20186, requesting Aqua Tech contact the Board's agent within ten (10) days. The letter was also sent to Aquatech at 2338 Dickerson Mill Road, Bedford, Virginia 24523 and to Fred H. Kruck Jr. (Kruck), Aqua Tech's attorney and registered agent, at 24 Ashby Street #202, Warrenton, Virginia 20186.
9. In a response letter dated October 1, 2003, James McIvor (McIvor), attorney representing Frank R. Andrews (Andrews), t/a Aquatech, indicated that Aqua Tech Inc. is a Virginia corporation. McIvor further stated that in the summer of 2002, Andrews separated from the corporation and started his own business a sole proprietorship using the Aquatech trading name. Andrews holds Class B Contractor's license number 2705026393.
10. As of March 23, 2004, neither McNally nor a representative for Aqua Tech responded to the Board's agent.
11. During the IFF, McNally stated that Andrews was the Vice-President and stockholder of Aqua Tech. Based on the record, Andrews and Aqua Tech drafted a stock transfer agreement which stipulated that all stock held by Andrews would be transferred back to Aqua Tech. McNally also stated that the stock transfer agreement was not agreed to or executed.
12. During the IFF, McNally stated that between 1994 and 2003, Aqua Tech sub-contracted with Andrews and Andrews was paid under the name of Fix It Up.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Aqua Tech's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of the Board's 2003 Regulation

18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$2,000.00 be imposed, along with revocation of Aqua Tech's license.

Count 2: 18 VAC 50-22-260(B)(15) (Effective January 1, 2003)

Aqua Tech's failure to complete work contracted for and/or to comply with the terms of the contract is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

Count 3: 18 VAC 50-22-260(B)(16) (Effective January 1, 2003)

Aqua Tech's failure to return funds paid, for which work is either not performed or performed only in part, is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(16). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

Count 4: 18 VAC 50-22-260(B)(13) (Effective January 1, 2003)

Aqua Tech's failure to respond to an investigator seeking information in the investigation of a complaint is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

By:

\_\_\_\_\_  
Kenneth Hart  
Presiding IFF Board Member  
Board for Contractors  
Date: \_\_\_\_\_

### **FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705028681 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*



**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
BOARD FOR CONTRACTORS**

**RE: AQUA TECH, INC.  
LICENSE NUMBER: 2705028681**

**FILE NUMBER: 2004-00300**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on March 23, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Aqua Tech, Inc., on January 13, 2004. The following individuals participated at the conference: Dennis McNally for Aqua Tech, Inc., Respondent, by phone; Jennifer Kazzie, Staff Member; and Kenneth Hart, presiding Board Member.

**Background**

On or about July 10, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Yong McPherson (McPherson) regarding a contract entered into with Aqua Tech Inc. (Aqua Tech).

On or about March 17, 2003, McPherson entered into a contract with Aqua Tech, in the amount of \$3,802.00, to install a sub-floor pressure relief system, wall plate system, and a submersible pump at 513 Cathedral Drive, Alexandria, Virginia.

As of July 6, 2003, Aqua Tech failed to commence work.

**Summation of Facts**

1. The contract used by Aqua Tech in the transaction failed to contain subsections: (a) when the work is to begin and the estimated completion date, (d) a "plain language" exculpatory clause, (e) statement of assurance regarding local requirements for building

permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's license number, expiration date, class of license/certificate, and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.

2. Aqua Tech failed to commence the work contracted for.

3. On or about March 26, 2003, McPherson paid Aqua Tech \$902.00 by credit card. As of July 6, 2003, Aqua Tech failed to return funds received for work not performed.

4. On or about July 24, 2003, Investigator Morgan T. Moore, the Board's agent, made a written request to Aqua Tech at the address of record of 9 North Third Street, Warrenton, Virginia 20186, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by August 11, 2003.

5. On or about August 20, 2003, the Board's agent made a second written request, via certified mail, to Dennis McNally (McNally), President of Aqua Tech, at his address of record of P. O. Box 353, Remington, Virginia 22734. On September 15, 2003, the certified letter was returned by the United States Postal Service (USPS) and was marked "unclaimed."

6. On or about September 17, 2003, the Board's agent forwarded the July 24, 2003, and August 20, 2003, letters to Aqua Tech at the address of record of 9 North Third Street, Warrenton, Virginia 20186. On September 29, 2003, the letters were returned by the USPS and was marked "Return to Sender – Refused – Unable to Forward."

7. On or about September 24, 2003, the Board's agent made a third written request to Aqua Tech at 530 Highland Town Lane, Warrenton, Virginia 20186, requesting Aqua Tech contact the Board's agent within ten (10) days. The letter was also sent to Aquatech at 2338 Dickerson Mill Road, Bedford, Virginia 24523 and to Fred H. Kruck Jr. (Kruck), Aqua Tech's attorney and registered agent, at 24 Ashby Street #202, Warrenton, Virginia 20186.

8. In a response letter dated October 1, 2003, James Mclvor (Mclvor), attorney representing Frank R. Andrews (Andrews), t/a Aquatech, indicated that Aqua Tech Inc. is a Virginia corporation. Mclvor further stated that in the summer of 2002, Andrews separated from the corporation and started his own business a sole proprietorship using the Aquatech trading name. Andrews holds Class B Contractor's license number 2705026393.

9. As of March 23, 2004 neither McNally nor a representative for Aqua Tech responded to the Board's agent.

10. On or about October 23, 2003, in the City of Alexandria General District Court, McPherson was awarded a \$902.00 judgment against Aqua Tech. As of December 17, 2003, Aqua Tech failed to satisfy the judgment.

11. During the IFF, McNally stated that Andrews was the Vice-President and stockholder of Aqua Tech. Based on the record, Andrews and Aqua Tech drafted a stock transfer agreement which stipulated that all stock held by Andrews would be transferred back to Aqua Tech. McNally also stated that the stock transfer agreement was not agreed to or executed.

12. During the IFF, McNally stated that between 1994 and 2003, Aqua Tech sub-contracted with Andrews and Andrews was paid under the name of Fix It Up.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Aqua Tech's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$2,000.00 be imposed, along with revocation of Aqua Tech's license.

Count 2: 18 VAC 50-22-260(B)(15) (Effective January 1, 2003)

Aqua Tech's failure to complete work contracted for and/or to comply with the terms of the contract is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

Count 3: 18 VAC 50-22-260(B)(16) (Effective January 1, 2003)

Aqua Tech's failure to return funds paid, for which work is either not performed or performed only in part, is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(16). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

Count 4: 18 VAC 50-22-260(B)(13) (Effective January 1, 2003)

Aqua Tech's failure to respond to an investigator seeking information in the investigation of a complaint is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

Count 5: 18 VAC 50-22-260(B)(28) (Effective January 1, 2003)

Aqua Tech's failure to satisfy the judgment awarded to McPherson in the City of Alexandria General District Court is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(28). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

By:

\_\_\_\_\_  
Kenneth Hart  
Presiding IFF Board Member  
Board for Contractors  
Date: \_\_\_\_\_

**FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705028681 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

**BOARD FOR CONTRACTORS**

**RE: AQUA TECH, INC.  
LICENSE NUMBER: 2705028681**

**FILE NUMBER: 2004-01086**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on March 23, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Aqua Tech, Inc., on January 13, 2004. The following individuals participated at the conference: Dennis McNally for Aqua Tech, Inc., Respondent, by phone; Jennifer Kazzie, Staff Member; and, Kenneth Hart, presiding Board Member.

### **Background**

On or about August 28, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Don and Barbara Johnson (the Johnson's) regarding a contract entered into with Aqua Tech Inc. (Aqua Tech).

On or about April 1, 2003, the Johnson's entered into a contract with Aqua Tech, in the amount of \$3,235.00, to install a sub-floor pressure relief system at 2207 Windsor Road, Alexandria, Virginia.

### **Summation of Facts**

1. The contract used by Aqua Tech in the transaction failed to contain subsections: (a) when the work is to begin and the estimated completion date, (d) a "plain language" exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's license number, expiration date, class of license/certificate, and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. The contract specified "completion of system installation as of ASAP."
3. On or about July 1, 2003, the Johnson's contacted Aqua Tech and were advised that the work would be completed within a week. Aqua Tech failed to commence and complete work as promised. Between July 12, 2003 and July 25, 2003, the Johnson's left several messages for Aqua Tech.
4. As of March 23, 2004, Aqua Tech failed to commence the work contracted for.
5. On or about April 1, 2003, the Johnson's paid Aqua Tech \$835.00 by check.
6. In a letter dated August 4, 2003, Joseph M. Langone (Langone), attorney representing the Johnson's, requested Aqua Tech return the \$835.00 deposit within ten (10) days.
7. As of March 23, 2004, Aqua Tech failed to return funds received for work not performed.

8. On or about September 24, 2003, the Board's agent made a written request to Aqua Tech at 530 Highland Town Lane, Warrenton, Virginia 20186, requesting Aqua Tech contact the Board's agent within ten (10) days. The letter was also sent to Aquatech at 2338 Dickerson Mill Road, Bedford, Virginia 24523 and to Fred H. Kruck Jr. (Kruck), Aqua Tech's attorney and registered agent, at 24 Ashby Street #202, Warrenton, Virginia 20186.

9. In a response letter dated October 1, 2003, James Mclvor (Mclvor), attorney representing Frank R. Andrews (Andrews), t/a Aquatech, indicated that Aqua Tech Inc. is a Virginia corporation. Mclvor further stated that in the summer of 2002, Andrews separated from the corporation and started his own business a sole proprietorship using the Aquatech trading name. Andrews holds Class B Contractor's license number 2705026393.

10. As of March 23, 2004, neither McNally nor a representative for Aqua Tech responded to the Board's agent.

11. During the IFF, McNally stated that Andrews was the Vice-President and stockholder of Aqua Tech. Based on the record, Andrews and Aqua Tech drafted a stock transfer agreement which stipulated that all stock held by Andrews would be transferred back to Aqua Tech. McNally also stated that the stock transfer agreement was not agreed to or executed.

12. During the IFF, McNally stated that between 1994 and 2003, Aqua Tech sub-contracted with Andrews and Andrews was paid under the name of Fix It Up.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Aqua Tech's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$2,000.00 be imposed, along with revocation of Aqua Tech's license.

Count 2: 18 VAC 50-22-260(B)(15) (Effective January 1, 2003)

Aqua Tech's failure to complete work contracted for and/or to comply with the terms of the contract is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

Count 3: 18 VAC 50-22-260(B)(16) (Effective January 1, 2003)

Aqua Tech's failure to return funds paid, for which work is either not performed or performed only in part, is a violation of the Board's 2003 Regulation 18 VAC 50-22-

260(B)(16). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

Count 4: 18 VAC 50-22-260(B)(13) (Effective January 1, 2003)

Aqua Tech's failure to respond to an investigator seeking information in the investigation of a complaint is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

By:

\_\_\_\_\_  
Kenneth Hart  
Presiding IFF Board Member  
Board for Contractors  
Date: \_\_\_\_\_

**FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705028681 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
BOARD FOR CONTRACTORS**

**RE: AQUA TECH, INC.  
LICENSE NUMBER: 2705028681**

**FILE NUMBER: 2004-01081**

### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on March 23, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Aqua Tech, Inc., on January 13, 2004. The following individuals participated at the conference: Dennis McNally for Aqua Tech, Inc., Respondent, by phone; Jennifer Kazzie, Staff Member; and Kenneth Hart, presiding Board Member.

### **Background**

On or about August 26, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Harriette Kinberg (Kinberg) regarding a contract entered into with Aqua Tech Inc. (Aqua Tech).

On or about April 10, 2003, Kinberg entered into a contract with Aqua Tech, in the amount of \$2,736.00, to install a sub-floor pressure relief system, wall plate system, and a submersible pump system at 6501 Lakeview Drive, Falls Church, Virginia.

### **Summation of Facts**

1. The contract used by Aqua Tech in the transaction failed to contain subsections: (a) when the work is to begin and the estimated completion date, (d) a "plain language" exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's license number, expiration date, class of license/certificate, and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. On or about April 14, 2003, Kinberg requested Aqua Tech schedule the work in July, preferably July 11, 2003. Aqua Tech advised Kinberg that would not be a problem.
3. On or about May 1, 2003, Aqua Tech came to the subject property to inspect cracks in the walls to evaluate whether the original plans for installation of the sump pump needed to be modified. Aqua Tech determined the cracks did not represent major structural damage and the original plans and estimate were valid. Kinberg again requested Aqua Tech perform the work in July. Aqua Tech advised Kinberg she would be contacted to schedule the work.



4. After not being contacted to schedule the work, Kinberg made several calls to Aqua Tech to schedule the work. On or about July 11, 2003, since Aqua Tech failed to respond to Kinberg's calls, Kinberg filed a complaint with the Better Business Bureau. On or about July 12, 2003, Aqua Tech left a message for Kinberg that Aqua Tech was having some problems but would contact her next week to schedule the work.
5. On or about August 6, 2003, Kinberg called Aqua Tech to schedule the work. As of August 24, 2003, Aqua Tech did not respond to Kinberg to schedule the work. On August 24, 2003, Kinberg called Aqua Tech at several different numbers, but received a message each time that said "This number is not in service." As of August 26, 2003, Aqua Tech failed to commence work.
6. Aqua Tech failed to commence the work contracted for.
7. On or about April 14, 2003, Kinberg paid Aqua Tech \$636.00 by credit card. As of August 26, 2003, Aqua Tech failed to return funds received for work not performed.
8. On or about September 24, 2003, the Board's agent made a written request to Aqua Tech at 530 Highland Town Lane, Warrenton, Virginia 20186, requesting Aqua Tech contact the Board's agent within ten (10) days. The letter was also sent to Aquatech at 2338 Dickerson Mill Road, Bedford, Virginia 24523 and to Fred H. Kruck Jr. (Kruck), Aqua Tech's attorney and registered agent, at 24 Ashby Street #202, Warrenton, Virginia 20186.
9. In a response letter dated October 1, 2003, James Mclvor (Mclvor), attorney representing Frank R. Andrews (Andrews), t/a Aquatech, indicated that Aqua Tech Inc. is a Virginia corporation. Mclvor further stated that in the summer of 2002, Andrews separated from the corporation and started his own business a sole proprietorship using the Aquatech trading name. Andrews holds Class B Contractor's license number 2705026393.
10. As of October 31, 2003, neither McNally nor a representative for Aqua Tech responded to the Board's agent.
11. During the IFF, McNally stated that Andrews was the Vice-President and stockholder of Aqua Tech. Based on the record, Andrews and Aqua Tech drafted a stock transfer agreement which stipulated that all stock held by Andrews would be transferred back to Aqua Tech. McNally also stated that the stock transfer agreement was not agreed to or executed.
12. During the IFF, McNally stated that between 1994 and 2003, Aqua Tech sub-contracted with Andrews and Andrews was paid under the name of Fix It Up.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Aqua Tech's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$2,000.00 be imposed, along with revocation of Aqua Tech's license.

Count 2: 18 VAC 50-22-260(B)(15) (Effective January 1, 2003)

Aqua Tech's failure to complete work contracted for and/or to comply with the terms of the contract is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

Count 3: 18 VAC 50-22-260(B)(16) (Effective January 1, 2003)

Aqua Tech's failure to return funds paid, for which work is either not performed or performed only in part, is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(16). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Aqua Tech's license.

Count 4: 18 VAC 50-22-260(B)(13) (Effective January 1, 2003)

Aqua Tech's failure to respond to an investigator seeking information in the investigation of a complaint is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$2,500 be imposed, along with revocation of Aqua Tech's license.

By:

\_\_\_\_\_  
Kenneth Hart  
Presiding IFF Board Member  
Board for Contractors  
Date: \_\_\_\_\_

## **FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705028681 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
BOARD FOR CONTRACTORS**

**RE: NOAH STANLEY  
T/A ACE BLACK TOP PAVING  
LICENSE NUMBER 2705 068657**

**FILE NUMBER: 2004-01153**

### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on March 23, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Noah Stanley, t/a Ace Black Top Paving, (Stanley), on January 22, 2004. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Kenneth W. Hart, presiding Board Member. Neither Stanley nor anyone on his behalf attended the IFF.

### **Background**

On September 1, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from E. Jeffrey Lobb (Lobb) regarding a contract entered into with Noah Stanley (Stanley), t/a Ace Black Top Paving.

On June 27, 2003, Stanley commenced work on the project. On June 30, 2003, Stanley completed the work.

On June 30, 2003, Lobb entered into a contract with Stanley, in the amount of \$2,150.00, for the installation of a blacktop driveway at 3602 Muirfield Green Place, Midlothian, Virginia 23112. The contract was signed by Stanley but not Lobb.

### **Summation of Facts**

1. The contract used by Stanley in the transaction failed to contain: (a) when the work is to begin and the estimated completion date, (d) a "plain language" exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (h) the contractor's address, license number, expiration date, class of license/certificate, and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. Stanley failed to provide Lobb with a fully executed copy of the contract prior to commencement of work.
3. The contract specified "All work guaranteed 1 Year."
4. In early July 2003, Lobb noticed swirls and cracks in the driveway installed by Stanley. Lobb contacted Stanley regarding the swirls and cracks. Michael Stanley told Lobb that this was normal but that Stanley would seal the driveway.
5. Within two weeks, Lobb noticed signs of deterioration in the driveway, such as the blacktop being broken and rock and clay seeping to the surface. Since early July 2003, Lobb attempted to contact Michael Stanley regarding the state of the driveway. In late July 2003, Michael Stanley told Lobb that Stanley would not be available to do any work until Stanley settles his father's estate. Stanley failed to honor the warranty.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Stanley's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$750.00 be imposed for a violation of this regulation. In addition, I recommend Stanley successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 2: 18 VAC 50-22-260(B)(10) (Effective January 1, 2003)

Stanley's failure to provide Lobb with a fully executed copy of the contract prior to commencement of work is a violation of Board Regulation 18 VAC 50-22-260(B)(10). Therefore, I recommend that a monetary penalty of \$750.00 be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(30) (Effective January 1, 2003)

Stanley's failure to honor the warranty is a violation of Board Regulation 18 VAC 50-22-260(B)(30). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed for a violation of this regulation, along with revocation of Stanley's license.

By:

\_\_\_\_\_  
Kenneth W. Hart  
Presiding IFF Board Member  
Board for Contractors  
Date: \_\_\_\_\_

**FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 068657 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
BOARD FOR CONTRACTORS**

**RE: NOAH STANLEY  
T/A ACE BLACK TOP PAVING  
LICENSE NUMBER 2705 068657**

**FILE NUMBER: 2004-01494**

### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on March 23, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Noah Stanley, t/a Ace Black Top Paving, (Stanley), on January 22, 2004. The following individuals participated at the conference: Rebecca P. Badger, Complainant; Jennifer Kazzie, Staff Member; and Kenneth W. Hart, presiding Board Member. Neither Stanley nor anyone on his behalf attended the IFF.

### **Background**

On September 8, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Rebecca P. Badger (Badger) regarding a contract entered into with Noah Stanley (Stanley), t/a Ace Black Top Paving.

On May 2, 2003, Badger entered into a contract with Stanley, in the amount of \$1,700.00, for the installation of a blacktop driveway at 14239 Michaux View Way, Midlothian, Virginia.

### **Summation of Facts**

1. The contract used by Stanley in the transaction failed to contain: (a) when the work is to begin and the estimated completion date, (d) a "plain language" exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (h) the contractor's address, license number, expiration date, class of license/certificate, and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. The contract specified "All work guaranteed 1 Year."
3. After Stanley completed the driveway, Badger noticed the driveway began to break apart. In September 2003 and October 2003, Badger made several attempts to contact Stanley regarding breaks in the driveway, but Stanley never responded. Stanley failed to honor the warranty.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Stanley's failure to make use of a legible written contract that contains all provisions specified in the Board's Regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$750.00 be imposed for a violation of this regulation. In addition, I recommend Stanley successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 2: 18 VAC 50-22-260(B)(30) (Effective January 1, 2003)

Stanley's failure to honor the warranty is a violation of Board Regulation 18 VAC 50-22-260(B)(30). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed for a violation of this regulation, along with revocation of Stanley's license.

By:

\_\_\_\_\_  
Kenneth W. Hart  
Presiding IFF Board Member  
Board for Contractors  
Date: \_\_\_\_\_



## **FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 068657 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
BOARD FOR CONTRACTORS**

**RE: NOAH STANLEY  
T/A ACE BLACK TOP PAVING  
LICENSE NUMBER 2705 068657**

**FILE NUMBER: 2004-00962**

### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on March 23, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Noah Stanley, t/a Ace Black Top Paving, (Stanley), on January 22, 2004. The following individuals participated at the conference: Gwen Rolan, Complainant; Jennifer Kazzie, Staff Member; and Kenneth W. Hart, presiding Board Member. Neither Stanley nor anyone on his behalf attended the IFF.

### **Background**

On August 26, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Gwen Rolan (Rolan) regarding work performed by Noah Stanley (Stanley), t/a Ace Black Top Paving.

On May 29, 2003, Rolan entered into a verbal agreement with Stanley, in the amount of \$400.00, for the installation of a blacktop driveway at 7515 Derryclare Drive, Richmond, Virginia 23228. On May 29, 2003, Stanley paved the driveway at the subject property.

### **Summation of Facts**

1. Stanley failed to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed.
2. A few days after Stanley paved the driveway, Rolan noticed brown streaks across the driveway. Rolan contacted Stanley, who told Rolan he would return to fix the problem. Stanley failed to return as promised. On or about August 23, 2003, Rolan noticed grass growing on the pavement and water pooling between the walkway connecting to the driveway.
3. Rolan made several attempts to contact Stanley by telephone regarding the problems; however, Stanley failed to respond. On September 13, 2003, Rolan sent Stanley a certified letter requesting Stanley correct problems with the driveway within fourteen (14) days. The certified letter was returned to Rolan. Stanley failed to repair the driveway.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(8) (Effective January 1, 2003)

Stanley's failure to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed is a violation of Board Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend that a monetary penalty of \$750.00 be imposed for a violation of this regulation. In addition, I recommend Stanley successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 2: 18 VAC 50-22-260(B)(6) (Effective Date January 1, 2003)

Stanley's failure to return to fix the problems with the driveway, as promised, is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed for a violation of this regulation, along with revocation of Stanley's license.

By:

\_\_\_\_\_  
Kenneth W. Hart  
Presiding IFF Board Member  
Board for Contractors  
Date: \_\_\_\_\_

### **FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 068657 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
BOARD FOR CONTRACTORS**

**RE: NOAH STANLEY  
T/A ACE BLACK TOP PAVING  
LICENSE NUMBER 2705 068657**

**FILE NUMBER: 2004-00624**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on March 23, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Noah Stanley, t/a Ace Black Top Paving, (Stanley), on January 22, 2004. The following individuals participated at the conference: Patricia A. Mack, Complainant; Jennifer Kazzie, Staff Member; and Kenneth W. Hart, presiding Board Member. Neither Stanley nor anyone on his behalf attended the IFF.

**Background**

On July 31, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Patricia A. Mack (Mack) regarding work performed by Noah Stanley (Stanley), t/a Ace Black Top Paving.

On June 13, 2003, Mack entered into a verbal agreement with Stanley, in the amount of \$2,800.00, for the installation of a blacktop driveway at 3915 Midlothian Turnpike, Richmond, Virginia 23224. On June 13, 2003, Mack paid Stanley \$2,800.00 by check.

### **Summation of Facts**

1. Stanley failed to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed.
2. On June 13, 2003, Stanley commenced work. On June 15, 2003, Mack informed Stanley's crew that the work was not complete and the fence was hit.
3. On June 28, 2003, Mack called Stanley regarding completion of the work. Stanley told Mack he would be back "one day next week." On July 5, 2003, Mack called Stanley again regarding completion of the work. While on the phone with Stanley's wife, Mack could hear Stanley say he would come and finish the work "one day next week." Between July 6, 2003, and July 25, 2003, Mack called Stanley several times; however, no one answered the telephone.
4. Mack noticed the following items in need of repair:
  - a. asphalt is uneven, pitted, soft, growing grass, has little pot-hole in it, asphalt on the house
  - b. back stairs to house – they took off the back step to put down the asphalt and now you can not put it back because the asphalt is so uneven
  - c. entrance to driveway – there is a pot there now.
5. Stanley failed to return to make repairs to the driveway installed by Stanley.
6. On September 4, 2003, Investigator Becky Angelilli, the Board's Agent, made a written request to Stanley at the address of record of 316 Nantucket Place, Newport News, Virginia 23606, requesting a written response and supporting documentation to a complaint filed with the Board. On September 24, 2003, the letter was returned from the United States Postal Service (USPS) and was marked "attempted not known."
7. On September 11, 2003, the USPS certified that Stanley was "not known at address given" of 316 Nantucket Place, Newport News, Virginia 23606.
8. On October 3, 2003, the Board's agent visited 316 Nantucket Place, Newport News, Virginia. The Board's agent did not observe anyone at the address and left a business card.
9. On October 28, 2003, a review of the licensing records of the Board for Contractors revealed Stanley's address of record was 316 Nantucket Place, Newport News, Virginia 23606. The records further revealed there were no change(s) of address reported to the Board.
10. Stanley failed to notify the Board, in writing, within thirty (30) days of a change of address.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(8) (Effective January 1, 2003)

Stanley's failure to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed is a violation of Board Regulation 18 VAC 50-22-250(B)(8). Therefore, I recommend that a monetary penalty of \$750.00 be imposed for a violation of this regulation. In addition, I recommend Stanley successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 2: 18 VAC 50-22-260(B)(6) (Effective January 1, 2003)

Stanley's failure to return to make repairs to the driveway after stating he would do so is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed for a violation of this regulation, along with revocation of Stanley's license.

Count 3: 18 VAC 50-22-230(B) (Effective January 1, 2003)

Stanley's failure to notify the Board, in writing, within thirty (30) days of a change of address is a violation of Board Regulation 18 VAC 50-22-230(B). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for a violation of this regulation. In addition, I recommend Stanley successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

By:

\_\_\_\_\_  
Kenneth W. Hart  
Presiding IFF Board Member  
Board for Contractors  
Date: \_\_\_\_\_

**FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 068657 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

**STATE AND LOCAL GOVERNMENT  
CONFLICT OF INTEREST ACT**

**TRANSACTIONAL DISCLOSURE STATEMENT  
for Officers and Employees of State Government**

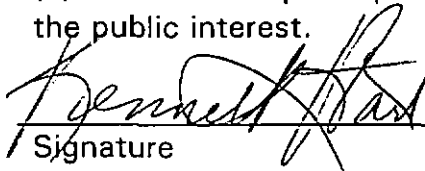
1. Name: Kenneth W. Hart
2. Title: Hearing Officer
3. Agency: Board for Contractors
4. Transaction: Informal Fact-Finding Conferences on March 23, 2004
5. Nature of Personal Interest Affected by Transaction: \_\_\_\_\_

6. I declare that:

(a) I am a member of the following business, profession, occupation or group, the members of which are affected by the transaction:

\_\_\_\_\_

(b) I am able to participate in this transaction fairly, objectively, and in the public interest.

  
Signature

3-23-2004

\_\_\_\_\_  
Date